

Rental Agreements

IMPORTANT: This is an excerpt from the 2016 *Landlord-Tenant Law in Oregon* booklet, available on the Oregon Law Help website at <http://www.OregonLawHelp.org>. All resources referred to below are available on this website. This information is for general educational use only. *It is not a substitute for the advice of an attorney. If you have a specific legal question, you should contact an attorney.* The information included here is accurate as of March 2016. Please remember that the law is always changing through the actions of the courts, the legislature, and agencies.

TIME LIMIT WARNING: Under state and federal laws there are time limits for taking action to enforce your rights. Most lawsuits related to the rental agreement and the Oregon Residential Landlord and Tenant Act must be filed (started in court) within one year of the incident. There may be other — shorter — time limits that apply in other cases. Ask a lawyer about the time limits that could apply in your situation.

What should I do before I rent a place?

Make sure that:

1. the place meets your needs;
2. you can afford the rent;
3. you clearly understand who will pay for electricity, heat, water, and garbage pick-up; and
4. you inspect the place and note in writing any problems.

You can use the “Inventory and Condition Report” available at <http://www.OregonLawHelp.org> when you inspect the place. Ask the landlord to be there. Ask the landlord to sign your notes, or send a copy of your notes to the landlord afterwards. Take pictures and have friends look at any problems so you can later prove in court that the problem was there before you moved in.

If you find out after you move in that a building inspector told the landlord not to rent the place until repairs were made, but the repairs were not made, contact a lawyer. See the resource ‘Find Legal Help’ on OregonLawHelp.org for information about legal aid attorneys in your area.

What is a rental agreement?

A rental agreement is all oral (spoken) or written agreements between a landlord and tenant, that describes the terms and conditions of a tenant’s use of the rental unit. A rental agreement also includes all valid laws and regulations that apply to the landlord’s and the tenant’s rights and obligations. This typically includes the amount of rent, the date rent is due, where to pay rent, and any other rules that apply to using the rental unit. **ORS 90.100(38).**

Having a written rental agreement that is signed by both you and your landlord can help you to prove in court that your landlord agreed to certain provisions that the law wouldn’t otherwise provide for automatically. If you decide to enter into a written rental agreement, your landlord is required to provide you with a copy of the written rental agreement when you sign it and to make a copy available later at a cost of not more than 25 cents per page (or the actual copying costs). **ORS 90.305.** See ‘What is a lease?’ below for more information on written agreements for a fixed-term tenancy.

Should I keep receipts, copies of letters I send to my landlord, and other documentation of agreements that I made with my landlord?

Yes. You should get and keep written documentation of anything you may need to prove at some later date. For example, if you want to be able to prove that you paid rent on time, you should get a receipt to show complete and timely payment of rent (a landlord is required to give you a receipt for any payment if you request one (ORS 90.140)). If you want to be able to prove that you requested repairs, you should ask for repairs in writing and keep copies of your letters. If you want to be able to prove that you sent something to your landlord on a certain date, you should get a certificate of mailing from the post office (different than certified mail). Keeping a signed copy of your rental agreement will help you to prove in court what it is that you and your landlord agreed to.

What is a lease?

Most people use the word “lease” to describe a written rental agreement that is for a set period of time, such as a year, with a fixed amount of rent. But some leases permit an increase of rent after a 30-day notice. The lease will state how the tenant and landlord can end the lease early.

If you have a lease with a fixed amount of rent, the landlord cannot raise the rent during the fixed term. However, with this type of lease, if you end the lease early you may have to either continue to pay rent until the landlord rents to another tenant or pay a lease break fee, if such a fee is described in your written rental agreement. Whenever a tenant terminates a lease early, the landlord has an obligation to try to rent the unit to someone else; this is known as the obligation to “mitigate damages.”

Can the rental agreement waive or take away a tenant’s rights under Oregon’s Residential Landlord Tenant Act?

No. The landlord and tenant cannot agree to waive or take away the rights given to tenants under Oregon law. ORS 90.245.